

# MISSOURI PACIFIC RAILROAD COMPANY

## LAW DEPARTMENT

210 NORTH 13TH ST., ST. LOUIS, MISSOURI 63103  
TEL. AREA CODE 314

MARK M. HENNELLY  
VICE PRESIDENT AND GENERAL COUNSEL  
622-2025

GILBERT P. STRELINGER  
GENERAL SOLICITOR  
622-2022

ROBERT H. STAHLHEBER  
GENERAL ATTORNEY—COMMERCE  
622-2014

CHARLES P. LIPPERT  
GENERAL ATTORNEY  
622-2021

ROBERT W. YOST  
GENERAL ATTORNEY  
622-2015

PAUL E. LITTLETON  
ATTORNEY  
622-2017

November 17, 1976

JAMES A. HESSE  
GENERAL ATTORNEY—MISSOURI  
622-2024

ROBERT S. DAVIS  
COMMERCE COUNSEL  
622-2011

DONALD E. MOLLOY  
ASSISTANT GENERAL ATTORNEY  
622-2016

RICHARD S. M. EMRICH,  
ASSISTANT GENERAL ATTORNEY  
622-2013

PAUL J. M. RUTTEREF  
ATTORNEY  
622-2866

RECORDATION NO. 7429-B

NOV 30 1976 4 00 PM

INTERSTATE COMMERCE COMMISSION

Mr. Robert L. Oswald  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Re: Chicago & Eastern Illinois Railroad Company  
Equipment Trust, Series AA  
Dated March 1, 1974  
Chemical Bank, Trustee  
Originally Recorded with I.C.C.  
Rec. No. 7429 - 3-14-74 - 12:45 p.m.

6-3354  
NOV 30 1976  
10-  
CC Washington

Dear Sir:

Enclosed for filing and recording pursuant to Sec. 20c of the Interstate Commerce Act and 49 Code Fed. Regs. Sec. 1116.1(a), et seq., are five executed counterparts of an Assumption Agreement of Railroad Equipment, dated as of October 15, 1976, between Chemical Bank, Trustee, Chicago & Eastern Illinois Railroad Company, and Missouri Pacific Railroad Company, supplementing a Lease and Agreement between Chemical Bank and Chicago & Eastern Illinois Railroad Company constituting the above Equipment Trust.

The Assumption Agreement, dated as of October 15, 1976, transmitted herewith for filing and recording, covers the Equipment listed in Attachment A, annexed hereto.

The names and addresses of the parties to the transaction set forth in the instrument transmitted herewith for filing and recording are:

Trustee- Chemical Bank  
Lessor: 20 Pine Street  
New York, New York 10015

Old Lessee: Chicago & Eastern Illinois Railroad Company  
210 North 13th Street  
St. Louis, Missouri 63103

RECEIVED  
NOV 30 11 00 AM '76  
I.C.C. OPER. DIV. BR.

counterpart Judy C. Oswald

New Lessee: Missouri Pacific Railroad Company  
210 North 13th Street  
St. Louis, Missouri 63103

The original Equipment Trust Agreement referred to herein was recorded with the Interstate Commerce Commission on the date and assigned the recordation number specified in the caption hereof.

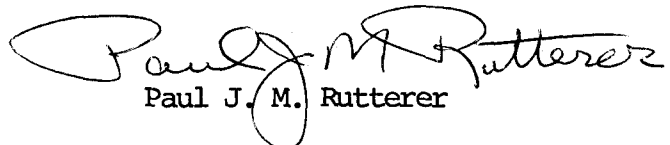
Check or voucher to cover the \$10.00 recording and filing fee is furnished herewith.

Upon filing and recording of the enclosed instrument, three counterparts thereof, showing thereon the Commission's recordation data, should be returned to:

Mrs. Judy C. Durand  
Missouri Pacific Railroad Company  
337 National Press Building  
Washington, D.C. 20045  
(Tel.: 628-2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Very truly yours,

  
Paul J. M. Rutterer

PJMR:js

Encls:

Assumption Agreement (5)  
Equipment List (Attachment A)  
Check or voucher for \$10 for rec. fee

ATTACHMENT A

Chicago & Eastern Illinois Railroad Company  
Equipment Trust, Series AA  
Dated March 1, 1974  
Chemical Bank, Trustee  
Originally Recorded with I.C.C.  
Rec. No. 7429 - 3-14-74 - 12:45 p.m.

<u>No. of Units</u>	<u>Description</u>
14	3,000 HP Locomotives, numbered C&EI 3150-3163  AAR Class or Mechanical Designation: C-C
60	100 Ton Flat Cars, End of Car Cushioning, numbered C&EI 819840-819899  AAR Class or Mechanical Designation: FM
200	100 Ton 3,000 C.F. Covered Hopper Cars, numbered C&EI 706300-706499  AAR Class or Mechanical Designation: LO
1	Caboose, numbered C&EI 13714  AAR Class or Mechanical Designation: NE
1	100 Ton Flat Car, numbered C&EI 819797  AAR Class or Mechanical Designation: FM

REGISTRATION NO. 7429-B  
FILED 2 9 1976 -4 00 PM  
INTERSTATE COMMERCE COMMISSION

ASSUMPTION AGREEMENT

THIS AGREEMENT, made and entered into as of  
October 15, 1976, between and among CHEMICAL  
BANK, a corporation organized and existing under and by virtue of  
the laws of the State of New York (hereinafter sometimes called  
"Trustee"), party of the first part; CHICAGO & EASTERN ILLINOIS  
RAILROAD COMPANY, a corporation organized and existing under the  
laws of the State of Indiana (hereinafter called "C&EI"), party  
of the second part; and MISSOURI PACIFIC RAILROAD COMPANY, a cor-  
poration organized and existing under and by virtue of the laws  
of the State of Missouri (hereinafter called "MoPac"), party of  
the third part:

W I T N E S S E T H :

WHEREAS, C&EI, pursuant to the provisions of a Plan  
and Joint Agreement of Merger between it and MoPac dated July 29,  
1974, is to be merged into MoPac with MoPac remaining as the sur-  
viving corporation, which transaction has been approved by the  
Interstate Commerce Commission in a Certificate and Order dated  
May 4, 1976 in Finance Dockets 27773 and 27774, presently  
effective; and

WHEREAS, pursuant to said Plan and Joint Agreement of  
Merger, MoPac, as surviving corporation, will succeed to all prop-  
erty, rights, privileges, powers and franchises belonging to  
C&EI, including but not limited to title to and leasehold interes  
in all personal property vested in C&EI by deed or otherwise, and

shall be responsible and liable for all the liabilities and obligations of C&EI; and

WHEREAS, legal title to certain C&EI equipment is vested in Trustee by virtue of an Assignment by C&EI to Trustee of all its right, title and interest in contracts between C&EI and the manufacturer(s) of said equipment, pursuant to the provisions of an Equipment Trust Agreement, Series AA, between C&EI and Trustee dated as of the 1st day of March, 1974, (said Equipment Trust Agreement was recorded on the 14th day of March, 1974, with the Interstate Commerce Commission and bears Recordation No. 7429); and

WHEREAS, C&EI and MoPac have agreed that all right, title and interest of C&EI in and to the equipment specified in aforesaid Equipment Trust Agreement shall become the right, title and interest of MoPac, subject to all of C&EI's obligations there under including, but not limited to, the outstanding indebtedness due under said Equipment Trust Agreement defined in the preceding paragraph; and

WHEREAS, C&EI now desires to assign all of its right, title and interest in and to the said equipment specified in said Equipment Trust Agreement to MoPac, without recourse, and MoPac is willing to assume the obligations of C&EI with reference to the equipment specified in said Equipment Trust Agreement, including specifically, but without limitation, the obligation to pay the remaining principal balance and interest due thereon in the amounts and at the rates shown in said Equipment Trust Agreement; and the Trustee is willing to permit such assignment and accept

assumption.

NOW, THEREFORE, in consideration of the premises and of the payment by each C&EI and MoPac of the sum of One Dollar (\$1.00) to the Trustee, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. C&EI hereby assigns to MoPac all of its right, title and interest in and to the equipment specified in said Equipment Trust Agreement between C&EI and CHEMICAL BANK, Trustee, dated the 1st day of March, 1974, without recourse against C&EI. C&EI expressly disclaims and refrains from making any warranty to MoPac, either express or implied, as to quantity, quality, condition, suitability or merchantability of such equipment.

2. MoPac hereby accepts the assignment of C&EI's right, title and interest in and to the equipment specified in said Equipment Trust Agreement, without recourse on C&EI, and upon the terms and conditions specified above, and hereby assumes, covenants and agrees to and with Trustee that, with respect to said equipment, it will keep, perform and observe, subject to the conditions thereof, all the terms, covenants and conditions in said Equipment Trust Agreement contained which, but for this assignment, were to be kept, performed and observed, including punctual payment as and when due of the remaining balance of principal and interest due in respect of such equipment.

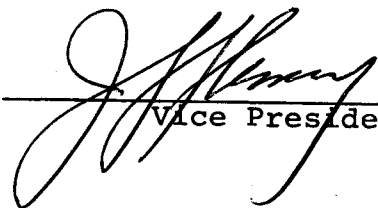
3. Trustee joins herein for the sole purpose of evidencing its consent to the assignment by C&EI to MoPac of its right, title and interest in and to the equipment referred to in

said Equipment Trust Agreement, without recourse on C&EI, and MoPac's assumption of C&EI's obligations thereunder upon the terms and conditions specified above.

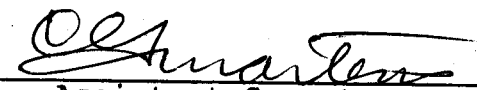
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CHEMICAL BANK

By


  
Vice President

ATTEST:

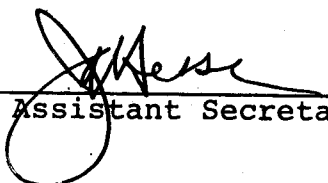
  
Assistant Secretary

CHICAGO & EASTERN ILLINOIS RAILROAD  
COMPANY

By

  
Vice President

ATTEST:

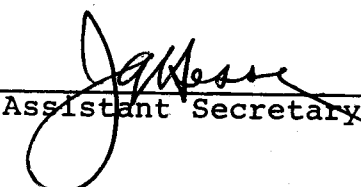
  
Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By

  
Vice President

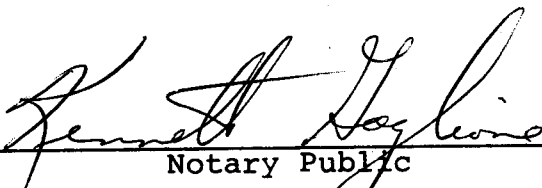
ATTEST:

  
Assistant Secretary

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

I, KENNETH GAGLIONE, a Notary Public in  
and for said County, in the State aforesaid, DO HEREBY CERTIFY  
that J. J. FLEMING and C.G. Martens,  
personally known to me to be Vice President and Assistant Sec-  
retary of CHEMICAL BANK, and personally known to me to be the  
same persons whose names are subscribed to the foregoing instru-  
ment, appeared before me this day in person and severally acknowl-  
edged that as such Vice President and Assistant Secretary they  
signed said instrument and caused the corporate seal of said  
corporation to be affixed thereto, pursuant to authority given  
by the Board of Directors of said corporation as their free and  
voluntary act, and as the free and voluntary act and deed of  
said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24TH day  
of NOVEMBER, 1976.

  
\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

3/30/77  
KENNETH GAGLIONE  
Notary Public, State of New York  
No. 03-4621558  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires March 30, 1977



STATE OF MISSOURI )  
 ) ss.  
CITY OF ST. LOUIS )

I, R. C. MASON, a Notary Public in and for said City, in the State aforesaid, DO HEREBY CERTIFY that PATRICK C. MULLEN and J. A. HESSE, personally known to me to be Vice President and Assistant Secretary of CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY, and personally known to me to be the same persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of October, 1976.

R. C. Mason  
Notary Public

My Commission expires:

Sept 28 1978

R. C. MASON, Notary Public  
County of St. Louis, State of Missouri  
My Commission Expires Sept. 28, 1978

This notary seal is a duplicate of the  
original, which is in the custody of  
St. Louis County, Missouri, and is  
not to be used for any other purpose.

STATE OF MISSOURI )  
 ) ss.  
CITY OF ST. LOUIS )

I, R. C. MASON, a Notary Public in and for said City, in the State aforesaid, DO HEREBY CERTIFY that T. D. RODMAN and J. A. HESSE, personally known to me to be Vice President and Assistant Secretary of MISSOURI PACIFIC RAILROAD COMPANY, and personally known to me to be the same persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day  
of October, 1976.

P. C. Mason  
Notary Public

My Commission expires:

Sept 28 1978

R. C. MAGGON, Notary Public  
County of St. Louis, State of Missouri  
My Commission Expires September 23, 1978

This act performed in the City of St. Louis, within the County of St. Louis in which I was commissioned.